

1887-033 Chancery Causes: Boyd D. Miles vs. Jesse Wilson &
Lee Co.

Matney, Barker, Pennington

CA-Debt

T-Property

To the Hon. H. S. K. Morrison Judge
of the Circuit Court of Lee Co Va.

Your orator Boyd D. Miles
humbly Complaining would
respectfully represent that on
the 23^d. day of Sept 1885; Jesse
Wilson made & executed his certain
bond, to your orator for the sum
of \$77. due & payable one day
after date, and waived the benefit
of his homestead exemption as
to said debt. ^{The same is hereby made} This note as shown
upon its face was executed for
land. The land thus sold is sit-
uated on the head waters of Wal-
lens Creek and is known as the
Depupsey Singleton tract. The legal
title to this land is in one G. W.
Barker, the vendor of said land;
and the said Wilson has now sold
the same to one David Matney who
occupies and claims it. George W.
Barker has been fully paid for
said land, but said Wilson has
not paid said bond to your or-
ator or any part thereof, but
still owes the same. The said Barker
as your orator is advised, having
full knowledge of your orator

holder said legal title in trust
for your orator, to the extent there
is purchase money due him -

Your orator is informed before he
purchased said land and at the time
and at this time there is a prior
lien in favor of A. L. Pridemore on
said land for about \$17. and interest
for several years.

Your orator is advised that his
said debt is lien upon said
land and that said G. W. Barker
should not convey the same to said
Wilson or his vendee until he is fully
paid.

To enjoin said conveyance by
said Barker until your orator is
paid, together with the said Pride-
more's debt, and to have the said
land or so much thereof as may
be necessary to pay the same sold
is the object of this bill.

The same being paid ~~this~~ fur-
ther object is to have said Barker
to convey the legal title to said land
to those entitled thereto, so as to en-
able your orator to collect his said
debt.

The premises considered he prays that David Matney, Jossee Wilsons and George W. Barker be made parties defendants to this bill and answer its allegations upon oath and upon a hearing a decree be rendered, making sale of said land or so much thereof, as may be necessary to pay its same; that said Barker be directed to convey said legal title to the person or persons entitled thereto, and for all other further & general relief may appear &c.

A. L. Pickens
P. B.

Depts cost
 6 6.50
 3 1.50
 A 15.00
 \$ 23.09

Boyd D. Miles

v { Bill. Chy.

Jossee Wilson et al

1887 Febry Bill filed Spa
 Executed & Decree nisi

4 March Decree nisi Conf.
 irmed & Cause set for hearing

11 March Decree & Contol

11 Aug. Decree final

Depts
 1.75-

To the Hon. H. S. Morrison Judge of the Circuit
Court of Lee County Virginia

The undersigned Petitioner John B. Pennington
would respectfully represent that there is now
pending in your Honor's Court a Chancery suit
recently instituted by Boyce D. Miles against one
Jesse Wilson others the object of which is to obtain
a decree of your honor to subject the tract of land
in the bill mentioned to sale in order as it is
alleged to pay the plaintiff a balance due on
the purchase price thereof.

Petitioner states that since or about the time
said suit was instituted, & without any knowledge of
its existence, he purchased of one David Matney
who was in the possession thereof, the said tract of
land, which is sought to be sold as will fully appear
by reference to a paper herewith filed as a part of this
Petition marked. (A.B)

Petitioner states that being the owner of the land sought
to be sold he is interested in the subject matter of said
suit, and having rights therein, he prays that your
Honor will require the Plaintiff to so amend his bill as
to make petitioner a defendant therein, and be allowed
to show his rights in the premises, and as in
duty bound your petitioner will ever pray &c.

John B. Pennington by his
Attorney

I do solemnly swear that the statements of the
 foregoing petition are true as I truly believe so help me
 God.

J B Pennington

Subscribed and sworn to before me

by John B Pennington the 30th day of May 1887.

Henry J. Vandenbent.

John B. Pennington

do. } Petition

Byrd D. Miles

Filed April 1st 1887
J. A. Hyatt

To the Hon. H. S. K. Morison Judge of the Circuit Court of Lee County Virginia:

The Separate answer of David Matney to a bill in Chancery filed in this Honorable Court against him and others by Bayl D. Miles:

This respondent knows nothing personally of the sale of the land made by plaintiff to Jesse Wilson of the debt to enforce ^{the payment of} which the suit was brought, and for all respondent knows, all the statements made by Plaintiff in relation thereto may be true.

The land is correctly described by Poff as lying in the head waters of Wallens Creek and he supposes the legal title thereto is vested in George W. Barker.

Respondent states that said land at one time belonged to one Henry J. Barker but he has been informed that said Henry J. Barker conveyed said land along with a considerable quantity of other lands, to said George W. Barker with the understanding and agreement, that the latter should carry out all the contracts of the former in relation thereto.

Respondent states that while the title to said land was in said Henry J. Barker, the latter sold the land which is the subject of this suit together with as much more to one John Brooks and executed a bond to said Brooks in relation thereto. which is filed as an exhibit with the answer of Jesse Wilson a defendant in this cause, the said Brooks subsequently sold the land in question to Damsley Dingleton and after the death of the latter, his heirs sold the same to George Barker, who then sold it to Respondent, and after holding the same for a short while, respondent sold it to the

Plaintiff Boyd D. Miles, the said plaintiff then sold it to Jesse Wilson, said Wilson then sold it back to this respondent. and then respondent sold the same to John B. Pennington who is the present owner as will be seen by a written contract filed with his petition in the cause.

Respondent states that during all these sales no deed of conveyance has ever been executed in relation thereto, and the only evidence of such sales was generally an assignment of a prior bond in relation thereto, or a New Memorandum in writing tending to show such sale.

Respondent states that said Boyd D. Miles still owes him about \$25.00 of the purchase money on said land and for that sum respondent warranted him and obtained a judgment therefor before a justice of the peace, and said judgment is herewith filed as a part of this answer marked (A.D.), each and every part of which is still due and owing to respondent from the plaintiff Miles. Respondent sold said lands to the Peff. Before the latter sold the same to Wilson, and if the Peff has a lien on said land for his debt, ^{as against said Wilson} which a court of equity can or will enforce, then respondents debt for purchase money for said land, against the Plaintiff is likewise a lien thereon and prior in point of time to the plaintiffs claim against said Wilson and must be first paid.

Respondent states that at the time he purchased said land from Wilson he did not know that the Peff had any claim whatever against said Wilson which he could enforce in a court of equity. Neither did he know that his claim against the plaintiff although for the purchase of said land, constituted a lien thereon and being thus ignorant of these matters

Respondent sold said lands to said Pennington and has received of him the full purchase price thereof, And these being the facts respondent is advised that a court of equity will apply the same due respondent from the plaintiff to the liquidation of the plaintiffs claim against said Wilson and to this extent relieve the said lands now in the hands of the said John B Pennington And respondent now offers to make such offset for the benefit of said Pennington;

Respondent knows nothing personally of the claim debt due Genl. A. L. Pridmore referred to in the Piffs bill, but he has been informed that the same has been paid

Respondent has now answered as fully as he is advised it is material for him to answer he now denies each and every allegation affecting him, not before denied or confessed or avoided and he prays that Piffs bill be dismissed

Henry J. Morgan for Resp't.

I do swear that the statement of the foregoing answer so far as made on my own knowledge are true. As far as made on information derived from others I believe them true so help me God.

Lewis M. Mating

Sworn to & subscribed before me on the 25th day of March
day of March 1887.

Erinwood Adams J. P.

David Matarney

Ans. $\frac{5}{3}$ Answer

Boyd D. Miles

Filed April 17/887

To the Hon. H. S. K. Morrison Judge of the Circuit
Court of Lee County Virginia:

The separate answer of Jesse Wilson to a bill
in Chancery exhibited in this Honorable court against
him and others by Boyd D. Miles:

Respondent says he supposes it is true that he
executed the paper sued on as exhibit (A) and he says
further, that at the time he signed it, he thought he
was signing a contract to pay the sum of money therein
specified on a credit of one two and three years time
without interest, but being an unlearned man, he signed
it he supposes in the condition it is now, sum, due and
payable one day after date;

Respondent says it is also true that said writing was
executed by him to the plaintiff for the balance of the
purchase price of a certain tract of land sold by the
plaintiff to respondent at the price of one hundred &
fifty dollars, all of which except said sum of \$77.00 was
paid down. Respondent says that the tract of land
sold by Poff to him consists of about one half of a certain
boundary of land described in a title bond of Henry J.
Barker to John Brooks dated Sept 14 1868 and herewith
filed marked (A.B.) as a part of this answer.

Respondent further states that the plaintiff purchased
the land so sold him from Respondents Co-defendant David
Matney. and respondent is informed and believes
that the plaintiff is owing said Matney about \$27.00

on a prior purchase price of said ^{land} and should
this turn ^{out} to be true, and any thing should be found
to be from Respondent to the Pff, then respondent ^{is advised} that
a court of equity will ^{apply} so much of what he may owe
the plaintiff if sufficient, to discharge the prior purchase
money due and owing by the Pff to said David Matney,
the plaintiff's vendor. But respondent does not believe
that he owes the plaintiff any thing as he will afterwards
to show. Respondent now states that before he made
said purchase the plaintiff showed him about 23 or 25
acres of land which lay entirely outside of the boundary
of land described in said title bond, and to which the
plaintiff never did have right claim or title, and res-
pondent not knowing the boundaries, and relying on the
representations of the Plaintiff, he the Pff sold respondent
about 23 or 25 acres more than he was before said claim to
and there being the facts respondent is advised that he
is entitled to an abatement out of the purchase price
of said land for a sum equal to the value of the land
purchased from the plaintiff and lost to respondent, the
burden placed the same as an offset to said purchase price.

Respondent says it is true that the land referred to lies on
head waters of Wallens Creek and the same or a part
thereof was once owned by Danfey Singleton.

Respondent knows nothing personally in relation to the
claim the plaintiff says General Pickens holds on said
land, but if said claim had its origin for services rendered
by him to said Singleton here in this suit against G. B. Duff
others, then he is informed that the same has been paid

Respondent supposes it is true that the legal title to the land in question is in Geo. W. Barker and for aught respondent knows said Barker may be holding the legal title in trust for all who have a legal claim on the land.

Respondent having now answered as fully as he is advised it is material for him to answer, he does deny each and every allegation in said bill not heretofore denied or confessed and avowed and he now prays that the plaintiffs bill be dismissed & respondent demand his costs.

H. J. Morgan for Respondent.

I do swear that the facts stated in the foregoing answer so far as made on my own knowledge are true and so, far as made on information derived from others I believe them true so help me God.

Wm
Jesse X Wilson
mark

Subscribed & sworn to before me by Jesse

Wilson this 24 day of March 1887.

C. C. Duff, J.P.

Jessie Wilson

ad. } Answer

Boyd D. Miles

Filed April 17 1887.
J. A. G. Hyattlee

To the Hon. H. S. K. Merison Judge of the Circuit
Court of Lee County, Virginia:

The Separate answer of John B. Pennington to a bill
filed in this Honorable Court against him and others by
Boyd D. Miles

Respondent says that he is now the owner of
the tract of land sought to be sold, to pay a purchase
money lien alleged to be due the plaintiff from debt
Jersee Wilson and as to whether there is such a purchase
money lien or not, respondent can not say

Respondent says he purchased the land in question
from David Matney who was the vendee of said Wilson &
the latter was the vendor of the Plaintiff and he in turn
was the vendor of said Matney as respondent understands
the several transactions:

Respondent says that before purchasing said land
he went into the neighborhood of where the land lies, and
made the best enquiry he could in relation to liens &
encumbrances, and finding all papers as he supposed
relating to the sale of said land in the possession of
said Matney, and they not showing any lien or encum-
brance on the land, respondent was led to conclude
there was no lien or encumbrance thereon and so
believing he purchased the land from said David
Matney and paid him the full purchase price for
the same as is shown by the paper filed with
respondent's petition in the cause, and the papers
relating to said several sales are herewith filed as parts
hereof marked (A), (B), (C), & (D)

Respondent further states that he is an innocent purchaser of said land for a valuable consideration without actual or constructive notice, and being such is entitled to take and hold said land free from the claim of the Pff or any one. Respondent further states that while he does not know personally anything about the sale of said land by the plaintiff to deft Jesse Wilson, yet he has been informed that the plaintiff sold said Wilson a large quantity of land which he knew he had no claim to, or a right to sell and dispose of, and if such should turn out to be true, then respondent as the owner of said land is entitled to have the value of said land credited on the plaintiff's supposed purchase money note against Wilson the now claims the benefit thereof.

Respondent further states that said David Matney sold said land to the plaintiff before the latter sold the same to said Wilson, and respondent is informed that the Pff owes Matney about \$25.00 or \$30.00 on the purchase price thereof and if this is true, then Matney has a claim prior in point of time to that of the plaintiff's claim against Wilson and must be first paid. And since said Matney is respondent's direct and immediate vendor, respondent is advised that any sum found due Matney from the Pff for the purchase money on said land, that respondent is entitled in a court of equity to have the same credited on any sum found due the plaintiff from Wilson and especially is this so since said Matney makes a tender thereof for this purpose.

Respondent further states that he knows nothing of the lien on said land which is stated to be due Genl. Pridemore

by the Peff in his bill, but he is informed that any sum
which Genl. Pridemore may have had has long since
been paid through and by H. J. Little & C. B. Duff or one of them.

The land is correctly located by the plaintiff as lying on
the head of Wallens Creek and is perhaps known as the
Dunfey Singleton land.

Respondent having answered as fully as he is advised
it is necessary he now denies each and every allegation of
Peffs bill affecting his rights not before denied or confessed
and avoided, and he now prays that said bill be dismissed.

Henry J. Morgan for Respnd

I do solemnly swear that the statements
set out in the foregoing answer so far as made
on my own knowledge are true and so
far as made on any other information
derived from others I believe them true
so help me god.

H. B. Pennington

Subscribed & sworn to before me the 30th day of March 1887.

H. J. Morgan for

John B. Pennington

do } Answer

Boyd D. Miles

Filed April 1st 1887

Boyd D. Miles

vs.

Jesse Wilson & others

Plff.

Defts.

} In ch.

On calling this cause this day, it was admitted at the bar, by the counsel for the Plff. and the defendants that the matters involved in this suit had been fully settled and adjusted between the parties and that the defendant Barker had conveyed by proper deed, the tract of land which is the subject of this suit to the defendant. John B. Pennington.

It is therefore adjudged ordered and decreed, that the parties be hence dismissed and the cause stricken from the docket.

Bayd D. Miles

10 } Decm No 2 final

Jesse Wilson val

Entered page 40

No 3. chey

Aug. 30th 1887

J. A. Hyatt

Enter this

H. K. Rice

Aug 30th 1887

Boyd D. Miles, Plff
against
Jesse Wilson et al. defts } In chy
This

Cause came on to be again heard
upon the papers heretofore read
and the plffs bill as amended
the separate answers of John B.
Birmingham, Jesse Wilson and David
Matney, and replications thereto
and was argued by Counsel - on
consideration of which it is
adjudged ordered and decreed
that ~~Boyd D. Miles~~ ^{John B. Hyatt} who is here-
by appointed a special com-
missioner for the purpose do as-
certain and report -

First - How much land if any the
plff holds to Jesse Wilson, to which
he or his vendors have not good
title, and the value thereof
2, In whom the legal title to said
land now rests, and to whom it
should be ~~paid~~ ^{paid}, who holds
purchase money liens thereon, which
are prior and should be first
paid how much and to whom
due. He will ascertain and
report how much of anything

Royal D. Miles

vs Jesse

for account

Jesse Wilson et al

March 2, 1887

Entered page 21

Register this

March 31, 1887

the plff over David Matney, and
whether said Matney has complied
with his contract of sale so as to
entitle him to collect the same
He will report whether or not
the plff had a lien upon said
lands for purchase money at the
time it was sold to defendant
J. B. Pennington. He will report
any facts deemed pertinent by him-
self or required by either party, to
this Court at some future term and the
Cause is continued.

Boyd D. Miles

Peff

vs.

Jesse Wilson et al.

Defts

In Chy

On the Motion of defts Jesse Wilson and David Matney leave is granted them to file their separate answers & the same were accordingly filed, And on the Motion of John B. Pennington who filed his petition sworn to according to law claiming an interest in the subject matter of the suit, it is ordered that the Peff so amend his his bill as to make said Pennington a deft. thereto and the same being done, leave is granted said Pennington to file his answer, & thereupon he filed the same & the cause is continued

Boyd D. Miles

27. } Dec. No. 1

Jesse Wilson to
Enter page 19

Enter this
March 30 1887.
H. K. Ma

To be entered
first.

One day after date I bind myself
to pay Boyd D. Miles seventy seven
dollars for value received it being
a balance due him on land & thereby
witness to this debt all my Homestead
exemptions witness my hand and
seal this 23rd day of Sept 1885

Test
C. V. Young

Jepe ^{my} Wilson (Seal)
mark

$$\begin{array}{r}
 5- \\
 14 \\
 25 \\
 3 \\
 10 \\
 \hline
 5-9
 \end{array}$$

$$\begin{array}{r}
 61.75- \\
 10.00 \\
 \hline
 51.75- \\
 12 \\
 \hline
 621.00 \\
 57.75- \\
 \hline
 563.25
 \end{array}$$

$$\begin{array}{r}
 107.22 \\
 5.00 \\
 \hline
 102.22 \\
 1\frac{1}{2} \\
 \hline
 102.22 \\
 5A111 \\
 \hline
 153.33
 \end{array}$$

$$\begin{array}{r}
 102.22 \\
 103.75- \\
 14.00 \\
 \hline
 89.75- \\
 251.00 \\
 \hline
 64.75 \\
 8 \\
 \hline
 61.75-
 \end{array}$$

Mo^{re} Matney
Va Lee Co. To wit 1) David Matney has this
Day Bargained sold & delivered to J. B. Purington
a certain Tract of Land lying & being in the
County of Lee & State of Va on the south side
of Wallins Ridge & lying between the Cox
Branch & Clark Branch it Being the same
Land sold by Geo Barker to the said David
Matney for which I David Matney does hereby
acknowledge the receipt of the price of the said
Land paid in hand this day January 25-87
I David Matney has this ^{Day} received one hundred
& five Dollars in full pay ments for the Land
sold by me to the said J. B. Purington & the
said David Matney do to turn over all papers
rights titles &c. to J. B. Purington on G. W.
Barker &c. This Jan 28-1887.

David Matney seal
and M^{ore} Matney seal

Test Lewis W Phillips attest
E. B. Purington attest

David

Matvey

(A.B.)

\$ O O
25-00

On or before for the first
day of March next we bind
our selves to pay to David
Murray Twenty five dollars
for value received of him as part
pay on loan of etc on it in our
hands and seal. This 4 day of
August 1885. This estate is to
be paid in good trail at book
prices.

Boyd D. Miles
his

O. E. & Miles
mark

Test
George W. Baxter

Indorsed
16th Sept 1885

(1881/1882)

Amesbury

I sign the ~~with~~ ^{mate} order to
of Le Bart by with the out
Any re horse Back on
The said Money

VIRGINIA, Lee County--To Wit

To

J. G. Peters

Constable of Said County:

I HEREBY COMMAND YOU TO SUMMON

B. D. O. A. miles

if to be

found in your District to appear at

G. B. Duff

in said County, on the

6

day of

June

1887

before me or such other Justice of said County, as may then be there to try this Warrant: to answer the complaint of

David Matney

and upon a claim for money not exceeding \$100.00, exclusive of interest, to wit: for the

sum of *25* and by *note*

And then and there make return of this Warrant Given under my hand, the

1st

day of *January*

1887

G. B. Duff

J. P.

David Matney

AGAINST

B. D. O. A. Miles

On the

6

day of

January

1887

In Debt.

At

G. B. Duff

in said County.

JUDGMENT. That the Plaintiff recover of the Defendant, \$

25.00

with interest thereon from the

1st

day of

March

1886

till paid: and \$

1.00

for costs

G. B. Duff

J. P.

VIRGINIA, Lee County - To wit: - To

J. G. Peters

Constable of said County

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of

B. D. O. A.

Miles

in your county, you cause to be made the sum of \$

25.00

with interest thereon from the

1st

day of

March

1886 till paid: which

David Matney

has recovered before me in a warrant in debt' and also

the sum of \$

1.00

which were adjudged to the said

David Matney

for costs in prosecuting

said warrant Given under my hand the

6

day of

January

1887

G. B. Duff

J. P.

David Matney with
George W. Barbur

David Matney
born 11th Nov 1851
B.L. & Co. 0 miles

Executed the
1st of January 1887
G. W. Barbur

(A2)

Lack of Bap. Miss payment in full for the last
year amounting to \$18.12 Aug 12 1887
J. S. Harrington

This indenture made this 4th day of April one thousand
eight hundred and eighty five between George Barker and
Fanny Barker his wife of the first part and Wm. E. N.
Matney ^{of the second part} Both of the County of Lee and State of Virginia
Witnesseth that the parties of the ~~second~~ ^{first} part for and
in consideration of and for the sake and purpose of
affeting a compromise in a certain arbitration between
other parties (to wit. the Harmon and Singleton heirs)
do hereby grant Bargain and bequeathed unto the
Said party of the second part and his heirs forever all that
piece or parcel of land lying between the Cox and Tank
creek Branch and south of the John Brooks line sup
posed to contain 30 1/4 acres in the County and State
above named together with all and singular the appur
tenances thereunto pertaining and also all the estate Right
title or interest or demand whatever to have and to hold
the above granted and bequeathed and described piece or
parcel of land unto the said party of the second part
his heirs or assigns forever to their own proper use
Behoof or benefit in Witness Whereof the said parties
of the first part have hereunto set our hand and
seals this day and date above written

George W Barker Seal

her may
Fanny Barker Seal

Virginia
County of Lee } To wit

I S. C. Duff a Justice of the peace in and for
Said County do certify that George W Barker whose
name is signed to the writing above bearing
date the 4th day of April 1885 has acknowledged the
same before me in my County —

Given under my hand this 4th day of
April 1885
G. L. Duff J. P.

State of Virginia }
County of Lee } Town:
We G. L. Duff and H. C. Joslyn justices of the peace for
the County of Lee in the State of Virginia do certify that
Fannie Barker the wife of Geo W Barker whose names
are signed to the writing within bearing date on the 4th day
of April 1885 personally appeared before us in the County
aforesaid, and being examined by us privily and apart
from her husband and having the writing aforesaid fully
explained to her, she the said Fannie Barker acknowledged
the said writing to be her act, and declared that she had
willingly executed the same and does not wish to retract
it. Given under our hands this 18th day of May 1885

G. L. Duff J. P.
Henry C. Joslyn J. P.

I sign the within deed over to B. D.
Wiles and to O. A. Wiles this the 4th day of
August 1885 W. M. E. W. Matney

I assign the within over to
Elipe Wilson this 28th day of
Sept 1885

I sign the within over to W. M. Matney
W. M. Matney the 2nd 1886
Jesse Will + son
mark

I sign the within deed over to P. J. B.
Penning team this the 25 day of January 1884
Matney M. W.

(AE)

Lee County Virginia Oct 9th 1882

This indenture witnesseth that we James Fannon
and Ary Fannon his wife, and Jefferson Lovell,
and Larina Lovell his wife, do hereby bargain and
sell unto Bryant Fannon all our right title &
Interest, claim, and demand whatsoever in or unto
a certain fifty Acre tract of land lying in the
County of Lee & State of Virginia and known as the
John Brooks Land also our entire Interest to or in
a small parcel of Land adjoining the same where
Birtan Barker now lives which George Barker now
holds and Propose to convey to us for and in consider-
ation whereof the said Bryant Fannon binds him-
self he is to pay to us the Gray mare he now
owns & we further Agree to pay to Bryant
Fannon the sum of ten dollars witness our
hands & seals this day & date above named

Oct the 9. 1883. Melvina Lovell

Ary Fannon

I assign over this obligation
of land to George W Barker
for value received of him

Wm The 14 of May 1884 Bryant M Fannon

is sign over the within
to B S miles and to
O A miles this the
4 day of August 1885
David Matney

I assign the within one
to Jesse Wilson this 23rd
day of Sept 1885
Boyd L Miles

I sign with in order to W W
Matney Wilson let this the
22 1885 his
Jesse Wilson
mark

after value received assign
over this obligation it
cannot be making valid
provision and of which
this 17 of Aug 1884
George W Barker

(15)

Lee County Virginia May ^{the} 31: 1884

This is clemente witness that I
Nelly Herd wife of John
of Johnherd do hereby
Bargain and sell unto George W
Barker all my title claim and
demand ~~to to a fifth of her~~
~~tract of coal~~ ^{land} Buy my further
Demsa singlington De none
as the John Bruce land sold
said Bruce by Henry J Barker
all so a small piece of land a
gain that George W Barker
agreed to deed to said heirs
of Demsa singlington
for the said lands George
W Barker agree to pay me
ten dollars five dollars
paid in hand all so five
dollars to be paid 25 day
of december next

To the above land de^{va}rie
land lying in below m^{ty}
Virginia on the south side
of Walling's Creek to the
same & give the said George
W Barker full possession
per ~~the~~ ~~red~~ ~~of~~ to which
I affix my human seal
Noley ^{her} + Herol Seal
_{mark}

Test John E Barker
I assign the within the
To David Matney Augth
George W Barker 1885

is given over the within to
over to B D Cullen and
O et alles this 11th
day of August 1885

(AE)
David Matney
I assign the within over to Jesse Wilson
this 23rd day of Sept 1885
Bayer & Males

Lee County Virginia May the 16: 1884

This indenture witnesseth that we Hiram Kimberling and Malissia Kimberling his wife and John
~~of~~ fields and Emeline fields his wife do

here by Bargain and
sell unto George W Barker all our right &
title and interest we have in a fifty Acher
Tract of land more or less the John Bruff land
sold & said Bruff by Henry J Barker
all & a small piece of land a Goining
that George W Barker agree to deed to said
Heads of demises rington to which there
a love parts for their in time claim and interest
agree to take ten dollars each five dollars
to each each paid in hand five dollars
to each to be paid this poll this is to
say we the said parties give George W Barker
full possession of the land to which
when we set our hand and seal

Hiram Kimberling
Test M S Duff Malissia Kimberling

(seal)
(seal)

John Litchel Seal
Emeline Litchel Seal
Test M S Duff

I sign the within over
to B D Mills and
O A Miles this 4th
day of August 1883
David Manning

I assign the within over
to Jesse Wilson this 28th
day of Sept 1885
Bayer & Miles

I sign within order to
M W Matney November
this 22nd Jess^h Wilson
mark

(A.H.)

For value received I assign
over the within obligation
To Matney David
per valued of him
this 17 of May 1884
George W Barker

The Commonwealth of Virginia,

To the Sheriff of LEE COUNTY--Greeting:

WE COMMAND YOU to summon

Jesse Wilson
David Matney and
George W. Barker

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House
on the first Monday in *February* next, being Rule Day, to answer a
Bill in Chancery exhibited in our Court against *them*, by *Boyd*
Miles.

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said
Court, at the Court House, this *2nd* day of *January* 188*7* in
the 1*1* year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste:

Boyd Miles
vs 3 Spain Chap
Jesse Wilson et al
Lo Feby Rules 1887

Executed by delinquent
office copies of this Spa
to Jesse Wilson, George
W. Barker & David
Matney. Feby 2^d 1887.

E. L. Flanagan Deputy
for R. D. Flanagan S. L. C.